

DAWG HOUSE RV RENTALS

Rules & Rental Agreement

This rental agreement is made effective as of _____, by and between Dawg House RV Rentals (“Company”) and _____ (“Renter”). The parties agree as follows:

VEHICLE: Company, in consideration of the rental payments provided in this agreement shall provide the recreational vehicle (“Vehicle”) for use by the Renter.

DURATION: The rental period shall be from _____ to _____. Renter must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, Renter remains responsible for the safety of, and any damage to, the Vehicle until we inspect it upon Company’s next opening for business.

CHARGES: Renter agrees to pay Company based on the advertised rate, on demand for all charges due Company under this Agreement, including but not limited to:

- a) Time for the period during which Renter keeps the Vehicle.
- b) Charges for optional products or services Renter elects to purchase.
- c) Propane, if Renter returns the Vehicle with less fuel than when rented.
- d) Loss of, or damage to, the Vehicle which includes the cost of repair, or the actual cash value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, or if we elect not to repair the Vehicle, plus an administrative expense incurred in processing the claim.
- e) Cleaning cost if the Vehicle is not returned in the same condition rented.
- f) Dumping of the Black or Grey tanks.
- g) Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Company elects to repossess the Vehicle under the terms of this Agreement.

SECURITY DEPOSIT: A security deposit will be held in the amount of \$_____ dollars. The Company may use your deposit to pay any amounts owed to us under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by personal check or authorized use of the credit card provided.

LIABILITY INSURANCE: Renter is responsible for all damage or loss you cause to others. Renter has provided us with an insurance binder indicating that Renter has vehicle liability, collision and comprehensive insurance covering Renter, Company, and Vehicle. Since Renter has auto liability insurance, Company provides no liability insurance.

RENTAL, INDEMNITY, AND WARRANTIES: This Agreement is a contract for the rental of the Vehicle. We may repossess the Vehicle at Renter’s expense without notice to Renter, if the Vehicle is abandoned or used in violation of law or this Agreement. Renter agrees to indemnify Company, defend Company and hold Company harmless from all claims, liability, cost and

attorney fees incurred by Company resulting from, or arising out of, this rental and Renter's use of the Vehicle. Any abandonment or forced repossession of the Vehicle at any time equates to Renter's forfeiture of the full security deposit. **We make no warranties, express, implied or apparent regarding the Vehicle, no warranty of merchantability, and no warranty that the vehicle is fit for a particular purpose.**

RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for all damage to the Vehicle, missing equipment, and Company's administrative expenses connected with damage claim regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Vehicle and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Vehicle. Renter is responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Vehicle to us within 24 hours of occurrence.

PERSONAL PROPERTY: Renter releases Company from all claims for loss of, or damages to, your personal property or that of any other person, that was left or carried in Vehicle.

CONDITION OF VEHICLE: Company shall provide the Vehicle in clean and operating condition. Service to the Vehicle or replacement of parts during the rental must have Company's prior approval. Renter must check and maintain all fluid levels and tire air pressure during the rental period.

DRIVING RESTRICTIONS: The Vehicle shall not be driven outside the Continental United States or Canada. The Vehicle shall only be driven on paved roads.

SMOKING: No smoking is allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

TOWING: The Vehicle is not allowed to tow any other vehicle or trailer.

DRIVER REQUIREMENTS: The Vehicle can only be driven by an authorized driver 25 years of age or older possessing a valid and identifiable driver's license. All drivers must be covered under the Renter's insurance and will be bound by the terms and conditions of this rental agreement.

OCCUPANTS: Only a maximum of five (5) persons are allowed to be present in the Vehicle at any given time.

1. No Refunds for Early Returns: If you return early, we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance. Insurance MUST be carried and in force for the duration of the rental, failure to adhere to this rule will result in termination of the contract and you will be subject to recovery and legal fees that may be incurred.

_____ Initials

2. Fee for Late Returns: If you are late returning the unit there is a \$40 per hour late fee. You will also be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit. NO EXCEPTIONS.

____ Initials

3. Campground Reservations. We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors.

____ Initials

4. NO SMOKING: Smoking (including cigars, pipes, drugs, etc.) in the unit forfeits your entire security deposit.

____ Initials

5. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

____ Initials

6. Odors / Cooking: We do not allow anything that can create a strong smell in the TRAILER that is difficult to remove, such as raw fish storage or cooking with heavy spices such as curry or strong gumbo.

____ Initials

7. Travel Restrictions: Although the Recreational Vehicle is allowed to travel outside of Georgia, no travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park.

____ Initials

8. Toll Roads, Red Light Cameras, parking tickets, etc.: Parking Tickets, Mailed Violations, and Toll invoices are a major burden, and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 administration fee. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc. mail comes our way, or the \$75 administration fee will apply! Note: Most toll agencies are good to work with and will help you out if a mistake and call them right away.

____ Initials

9. Awnings: We allow the usage of the exterior awning. It must be retracted when there is ANY wind, at night AND any time the TRAILER will be left unattended or in motion. This is for your protection because they are at a minimum of \$1,200 to replace. They can be damaged very easily due to weather or accidental misuse. Awnings ARE NOT COVERED by insurance. Damage to awnings, including damage while driving (tree, toll

road, etc.) are 100% your responsibility and will exceed your security/damage deposit amount.

____ Initials

10. Pets: **Pets are allowed** with a \$50 non-refundable deposit. However, please note that if your pet causes any damage in this trailer, at all, your entire security deposit will be forfeited.

____ Initials

11. Security Deposit: Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.

____ Initials

12. Training: When you pick up the unit, we will complete a pre-rental orientation of the unit that will take about 20 minutes to an hour depending on any prior experience you have with a Recreational Vehicle. Picking up a trailer is not like picking up a rental car so please plan at least 30 minute driving test when you make your vacation can begin.

____ Initials

13. Cleaning: Because of the COVID19 issues we have added a \$50 cleaning charge to all reservations. However, the trailer must be returned with a clean interior and empty tanks. "Clean" means as you received it & ready for another rental. It cannot be "trashed" or so dirty that it is filled with trash or dirty beyond what is reasonable for a vacation. If you return the vehicle with other than normal and reasonable use, a \$150 deep cleaning fee will be added.

____ Initials

14. Propane: Propane is considered a normal cost on the renters use. You will be provided with a full or near full tank, we request that you return it in the same condition, or you will be charged \$3/lb. up to 20 lbs. if you wish.

____ Initials

15. Damage/Minor Repairs: If the trailer and/or the contents in the trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company, and contacting Brooke Maynard immediately at 912-657-1036.
- a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, ice chest, etc.) the item you purchased, and the receipt must be surrendered upon return if you want reimbursement.

____ Initials

16. Appliances. The A/C, awning, radio, microwave, television, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to call the emergency contact, Brooke Maynard immediately at 912-657-1036.

____ Initials

17. Renter Damage. If the trailer and/or the contents in the trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting Brooke Maynard immediately at 912-657-1036. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair. If professional estimate is needed for extensive repairs, it will delay or impact the return of any security deposit.

____ Initials

18. Waste Holding Tanks: Waste holding tanks must be emptied prior to return & valves left CLOSED. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee and possible repair charges.

____ Initials

19. Rental Period: The rental period is every day you have the unit past 3 pm, so the unit is due back by 3 pm the day your reserved rental period ends.

____ Initials

20. Personal Property: You release Brooke Maynard, and our agents from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in or on the trailer, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

____ Initials

21. Personal Injury: You release Brooke Maynard, and our agents from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the trailer, our negligence, or was otherwise our responsibility.

____ Initials

22. Waiver: Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

____ Initials

23. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

____ Initials

24. Attorneys' Fees: In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

_____ Initials

25. Modifications: No term of this Agreement can be waived or modified except by an agreement in writing that we the owners have signed.

_____ Initials

26. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the rental of the trailer and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

_____ Initials

RENTER SIGNATURE/DATE:

OWNER SIGNATURE/DATE:

FEES ADDENDUM

By signing this addendum and accepting the keys, you understand there are extra fees that can occur if the contract is not adhered to. These fees, if assessed, will be deducted from the security deposit.

- \$50 Gray and Black Tanks Not Empty (unless pre-pay option was chosen)
- \$150 Key Replacement if the key is not returned
- \$150 Camper Power/Electrical Cord Damage
- \$50 Replace 15 AMP Adaptor
- \$50 Sewer Hose/Water Hose Replacement
- \$150 Deep cleaning fee for any extra cleaning required after return. The trailer should be returned in the same condition as it was at Pick-Up.
- \$3/LB Propane (tanks are weighed at pick-up and return)

- \$1200 Replace Awning – We discourage the usage of the exterior awning unless you are extremely comfortable operating and stowing the awning properly for travel. They can be damaged very easily due to wind, weather or accidental misuse. Awnings are NOT covered by insurance. Any damage to the awning (caused by branches, damage while towing, etc) is 100% the responsibility of the renter and could exceed the security deposit.
- \$750 Smoking Fee – Smoking of any kind (cigarettes, marijuana products, vaping devices, E-Cigarettes, etc) is strictly prohibited. The unit will be professionally cleaned, and all charges are the responsibility of the renter.
- \$50 Pet Fee – MANDATORY. Entire security deposit will be forfeited if any damage was caused by said animals.
- \$200 per tire fee for any tire, including spare, that is flat/damaged/plugged, etc.

AIR CONDITIONER DISCLOSURE

I acknowledge that the roof air conditioner in the trailer may not cool the trailer in hot weather, and that this is normal to the operation of these units. I agree that the following circumstances may cause this condition: 1) very hot weather, 2) inadequate power to the units, 3) turning the units on after it is already hot in the trailer. 4) condenser temporarily freezing up during extended non-stop use in very hot weather.

I acknowledge that normal operation of the air conditioners allows for only 15 to 20 degrees cooling below outside temperatures on hot days. I acknowledge the air conditioner is in proper working order and agree not to set the thermostat on the coldest temperature because of damage that cannot be repaired may occur. I am fully responsible to replace the unit, and this damage is not covered by insurance.

I hereby knowledge receipt and have reviewed this manual regarding the Dawg House travel trailer camper; and I further acknowledge reviewing the fees and understand that any additional or applicable fees post contract will be deducted from the security deposit and could possibly exceed the deposit.

Also, I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

RENTER SIGNATURE/DATE:

OWNER SIGNATURE/DATE:
